

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Milestone Technologies Inc.		12/07/2022	Corporation: CALIFORNIA
Software Management Consultants, LLC		12/07/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Maranon Capital, L.P., as Agent
Street Address:	303 West Madison St., Suite 2500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6227830	MILESTONE
Registration Number:	5600593	PROFESSIONAL PEOPLE. EXCEPTIONAL PHILOSO
Registration Number:	5600592	PROFESSIONAL PEOPLE. EXCEPTIONAL GUARANT
Registration Number:	5600591	PROFESSIONAL PEOPLE. EXCEPTIONAL SERVICE
Registration Number:	5600596	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERTI
Registration Number:	5600594	PROFESSIONAL PEOPLE. EXCEPTIONAL APPROAC
Registration Number:	5600514	PROFESSIONAL PEOPLE. EXCEPTIONAL RECOGNI
Registration Number:	5600513	PROFESSIONAL PEOPLE. EXCEPTIONAL RELATIO
Registration Number:	5600512	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERIE
Registration Number:	5600511	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTU
Registration Number:	5469478	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTU
Registration Number:	5114251	HIRE PEOPLE. NOT RESUMES.
Registration Number:	5006520	IN LOOKING FOR THE IDEAL RESUME, YOU'VE
Registration Number:	5006518	OUR SUCCESS IS MEASURED BY YOURS.
Registration Number:	4427603	THE 80-HOUR INTERVIEW
Registration Number:	4385696	SIMPLY THE BEST
Registration Number:	3299472	PROFESSIONAL PEOPLE. EXCEPTIONAL RESULTS
Registration Number:	3734528	SMCI SOFTWARE MANAGEMENT CONSULTANTS, IN

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3128637867*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 3128637267**Email:** jaclyn.di.grande@goldbergkohn.com**Correspondent Name:** Jaclyn Di Grande - Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 E Monroe St., Ste 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7793.058
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	12/07/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS AND TRADEMARK APPLICATIONS)

December 7, 2022

WHEREAS, Milestone Technologies Inc., a California corporation ("Borrower") and Software Management Consultants, LLC, a California corporation ("SMC"; SMC, together with Borrower, are collectively referred to herein as "Grantor"), own the applicable Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 7, 2022 among Maverick Buyer, Inc., a Delaware corporation, as the initial borrower and holding company thereunder ("Initial Borrower"), whose rights and obligations as Borrower under the Loan Documents shall be assigned to and assumed by Borrower, the Lenders from time to time party thereto and Maranon Capital, L.P., as Agent for certain Lenders (as amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") in connection with the acquisition by Initial Borrower of all of the equity interests of Borrower; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of December 7, 2022 (as amended, amended and restated, supplemented and/or modified from time to time, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Initial Borrower, the other grantors party thereto and Agent, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated

therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

- (iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MILESTONE TECHNOLOGIES INC. a California corporation

By: 

Print Name: Sameer Kishore

Title: Chief Executive Officer

SOFTWARE MANAGEMENT CONSULTANTS, LLC, a California limited liability company

By: MTI PURCHASER SUB, LLC, its sole member

By: MTI PURCHASER, INC., its sole member

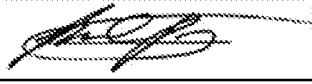
By: 

Print Name: Sameer Kishore

Title: Chief Executive Officer

ACKNOWLEDGED:

MARANON CAPITAL, L.P., as Agent

By: 

Name: Rommel Garcia

Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

GRANTOR:	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Milestone Technologies, Inc.	MILESTONE	88942530	6227830	12/22/20
Software Management Consultants, LLC.	PROFESSIONAL PEOPLE. EXCEPTIONAL PHILOSOPHY.	87840652	5600593	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL GUARANTEE.	87840650	5600592	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL SERVICES.	87840640	5600591	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERTISE.	87840668	5600596	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL APPROACH.	87840664	5600594	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL RECOGNITION.	87838213	5600514	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL RELATIONSHIPS.	87838203	5600513	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERIENCE.	87838184	5600512	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTUNITY.	87838154	5600511	11/6/18
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTUNITIES.	87645625	5469478	5/15/18

GRANTOR:	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Software Management Consultants, LLC	HIRE PEOPLE. NOT RESUMES.	87044061	5114251	1/3/17
Software Management Consultants, LLC	IN LOOKING FOR THE IDEAL RESUME, YOU'VE OVERLOOKED THE IDEAL CANDIDATE.	86812333	5006520	7/26/16
Software Management Consultants, LLC	OUR SUCCESS IS MEASURED BY YOURS.	86812264	5006518	7/26/16
Software Management Consultants, LLC	THE 80-HOUR INTERVIEW	85704792	4427603	11/5/13
Software Management Consultants, LLC	SIMPLY THE BEST	85704795	4385696	8/13/13
Software Management Consultants, LLC	PROFESSIONAL PEOPLE. EXCEPTIONAL RESULTS.	78740465	3299472	9/25/07
Software Management Consultants, LLC	SMCI SOFTWARE MANAGEMENT CONSULTANTS, INC.	76651402	3734528	1/5/10

TRADEMARK APPLICATIONS

None.

TRADEMARK

REEL: 007909 FRAME: 0410

RECORDED: 12/07/2022